

INVITATION FOR BIDS (IFB) NO. 97-080
FOR
PRINTING, BINDING, AND DELIVERY
OF
COMMENCEMENT PROGRAMS
FOR THE
UNIVERSITY OF HAWAII AT MANOA
HONOLULU, HAWAII

APRIL, 1996

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

TABLE OF CONTENTS

IFB No. 97-080 for Printing, Binding, and Delivery of Commencement Programs for the University of Hawaii at Manoa, Honolulu, Hawaii

	Pages
Notice to Bidders	1
Business Classification Certification Statement	1-2
Bid Form	1-5
Certification for Tax Clearance	1
Technical Specifications	1-4
Special Provisions	1-5

IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

BIDDER'S REMINDER:

1. Bid pages 1 - 5, Signature page must have an authorized original signature; Evidence of Authority should be attached.
2. Tax Clearance Certificate or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 97-080, Printing Commencement Programs, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, and must be submitted no later than 2:30 p.m., April 22, 1997, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Suzanne Tanaka, telephone (808) 956-9485.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser

Issue of: April 9, 1997

NOTICE TO BIDDERS

BID FORM
FOR
PRINTING, BINDING, AND DELIVERY
OF
COMMENCEMENT PROGRAMS

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 97-080, FOR PRINTING, BINDING, AND DELIVERY OF COMMENCEMENT PROGRAMS FOR THE UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to furnish all labor, materials, and equipment required for the printing, binding, and delivery of the Commencement Programs, as per TECHNICAL SPECIFICATIONS, in accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total Amount</u>
1.	Summer Commencement Programs, as per Technical Specifications	850 copies	\$_____
2.	Mid-Year Commencement Programs, as per Technical Specifications	1,700 copies	\$_____
3.	87th Annual Commencement Programs, as per Technical Specifications	2,200 copies	\$_____
TOTAL AGGREGATE BID:			\$_____

All bid prices shall be f.o.b. destination, including all applicable taxes.

ADDITIONAL QUOTATIONS

It is understood and agreed that the following additional quotations shall be used at the option of the University and shall be added to the BASIC BID, as follows:

Copies:

1. Summer Commencement Programs: \$_____/Add'l 100's
2. Mid-Year Commencement Programs: \$_____/Add'l 100's
3. 87th Annual Commencement Programs: \$_____/Add'l 100's

Author's Alterations:

Author's alterations exceeding TEN PERCENT (10%) of the total number of lines:

\$_____/per line (Basic Bid)

\$_____/per line (Add'l 100's)

Additional quotations shall include all applicable taxes.

Any additional charges not within the scope of the BASIC BID shall be shown as a separate line item in the billing.

Bidder is offering: ____ recycled product ____ non-recycled product
See General Provision 3.1e, RECYCLED PRODUCTS PREFERENCE.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE BID**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.

3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

LOCATION OF PRINTSHOP

Pursuant to Section 103D-1003, Hawaii Revised Statutes, the undersigned certifies that the printing shall be done at:

Location of Printshop

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 5, please indicate remittance address below:

Street Address or P. O. Box

City	State	Zip Code
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CERTIFICATION OF RECYCLED CONTENT

(See Official Document)

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

RE: IFB No.: _____

Project/Title: _____

I certify that I have submitted a State and IRS tax clearance application (DOTAX Form A-6) by mail on _____, (date)
and have not received an original or certified copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send an original or certified copy by mail to:

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Signature (Original): _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the commencement programs required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

SCOPE OF WORK: Composition, Layout, Imaging, Collating, Binding, Trimming, and Delivery of Commencement Programs for the University of Hawaii.

PROGRAMS:

1. SUMMER, August 1997
2. MID-YEAR, December 1997
3. EIGHTY-SEVENTH ANNUAL, May 1998

MANUSCRIPT
AVAILABLE: SIXTEEN (16) consecutive calendar days before delivery dates.

DELIVERY DATES:

1. SUMMER, Friday, August 8, 1997
2. MID-YEAR, Friday, December 19, 1997
3. EIGHT-SEVENTH ANNUAL, Friday, May 15, 1998

DELIVER TO: TWO HUNDRED (200) copies of each graduate listing to:

University Relations
Media Relations and Publications
Bachman Annex 6
Honolulu, Hawaii 96822

Balance to:

University Warehouse
2002 East-West Road
Honolulu, Hawaii 96822

Attention: Brian Okamura or Troy Hiura
Telephone: (808) 956-8325

Delivery of each commencement program shall be made no later than 11:00 a.m. on the delivery dates specified.

QUANTITY:

1. SUMMER: 850 copies
2. MID-YEAR: 1,700 copies
3. EIGHTY-SEVENTH ANNUAL: 2,200 copies

Provide additional quotations for additional 100's for each of the programs listed above (see Bid Form).

COMPOSITION, LAYOUT
AND PROOFS:

Macintosh Word 5.1 text files provided for composition and layout.

Nature of copy is such that last-minute changes, additional, and deletions are unavoidable.

Amount of copy and general format shall be similar to Samples A, B, and C (minus pages indicated).

The following terms shall be strictly enforced:

1. Pickup and delivery of manuscript and proofs shall be provided by the Contractor.
2. Galley proof shall be proofed by printer and delivered to Bachman Annex 6 with SEVEN (7) consecutive calendar days after receipt of copy.
3. TWO (2) sets of galley proofs and ONE (1) set of page proofs shall be required. Revised proofs shall be furnished upon request.
4. Time schedule for proofs set by the University shall be met. If time schedule is not met, Contractor shall be subject to Special Provision 9, LIQUIDATED DAMAGES.
5. Publication to be printed only when final proofs bear written approval of the University.

TYPEFACE:

Adobe Palatino roman, bold roman, italic and italic bold. NO SUBSTITUTIONS.

SIZE:

8 1/2" X 11" trim size.

NUMBER OF PAGES:

1. SUMMER: 20 pages, plus cover
2. MID-YEAR: 24 pages, plus cover
3. EIGHTY-SEVENTH ANNUAL: 32 pages, plus cover

PAPER:

Cover: 80# Evergreen Matte Cover, natural, 50/10 recycled.

Text: 80# Evergreen Matte Cover, natural, 50/10 recycled.

BRAND NAME OR ACCEPTABLE ALTERNATE

The brand name of the paper mentioned are used in this specification as a measure of quality and performance. Any brand or manufacture of comparable or better quality and performance than that specified will be considered for acceptance by the University. However, the University reserves the right to reject and deny any substitution that it may, in its discretion, deem unacceptable, and the findings in this regard shall be accepted by the bidder as final and binding.

INK: First-grade book black throughout.

BINDING: All programs with grad listing: Saddle-Stitched.

AUTHOR'S
ALTERATIONS: TEN PERCENT (10%) of total number of lines without additional charge. Charges in excess of this number shall be itemized.

Provide additional quotation per line for Author's alterations in excess of TEN PERCENT (10%) of the total number of lines. (See Bid Form.)

BLUELINES: Blueline proofs are required.

SAMPLES: Samples are available for inspection at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii.

EXTRA CHARGES: The University shall be notified of all extra charges, BEFORE they are incurred. These extra charges shall not be paid unless a modification to the contract has been issued by the Office of Procurement, Property and Risk Management.

RETURN OF COPY: Computer disks, manuscript, galley and page proofs, pasteup, artwork, and photographs are the property of the University and shall be returned to the Media Relations and Publications Office, Bachman Annex 6, upon completion of each program.

CONDITIONS
GOVERNING
THIS JOB: The University reserves the right to:

a. Reject the low bid, if it, in good faith, finds that the low bidder cannot perform the work in accordance with these specifications.

- b. Reject any part of, or the entire job, if it is not completed in accordance with these specifications.

Printer is required to submit samples of similar publications done in his/her shop within the past year, to be approved by the Technical Representative, BEFORE bids are due (unless samples are already in the Media Relations and Publications Office).

All questions pertaining to the Technical Specifications shall be directed to Ms. Sylvia Spalding, Publications Specialist, telephone (808) 956-8854.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Printing, Binding, and Delivery of Commencement Programs for the University of Hawaii at Manoa, Honolulu, Hawaii, shall be in accordance with the terms and conditions of IFB No. 97-080 and the General Provisions dated February 24, 1997 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Ms. Sylvia Spalding, Publications Specialist, telephone (808) 956-8854.

3. PRINTING, BINDING, AND STATIONERY WORK

Attention of bidders is directed to Section 103-51, Hawaii Revised Statutes, requiring that all printing, binding, and stationery work for the State shall be performed within the State, unless it is established that such work cannot be performed within the State, or the lowest price for such work within the State exceeds that of a mainland firm by FIFTEEN PERCENT (15%).

4. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

5. BID BOND AND CONTRACT BOND INAPPLICABLE TO PRINTING, BINDING, OR PUBLISHING

Pursuant to Section 103-52, Hawaii Revised Statutes, neither a bid bond nor a contract or performance bond is required.

6. COPY DELAY CLAUSE

If the copy schedule as shown in the Technical Specifications is delayed by the University, the delivery dates shall be moved forward from the dates indicated by the number of days of the delay.

7. DELIVERY

Delivery shall be made in accordance with the Technical Provisions. Prior to delivery, the Contractor shall contact the Technical Representative to coordinate delivery of the commencement programs.

8. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Office of University Relations, Bachman Annex 6, Honolulu, Hawaii 96822, no later than THIRTY (30) calendar days following submission of invoice or the acceptance of the commencement programs.

9. LIQUIDATED DAMAGES

Time being an essential part of this contract, in case of failure on the part of the Contractor to complete the delivery within the time specified and agreed upon, liquidated damages per calendar day shall be FIFTY DOLLARS (\$50.00) for each day's delay after the date agreed upon. The findings of the University shall be accepted by the parties hereto as final; but, any allowance of time and remission of charges shall, in no other manner, affect the rights and obligations of the parties under this contract.

10. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of THREE (3) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 11, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

11. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

12. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160

- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

13. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160

b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229